

**COMPANIES FORM No. 395**

## Particulars of a mortgage or charge

# 395

**A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.**

CHFP025

Please do not  
write in  
this margin

**Please complete  
legibly, preferably  
in black type, or  
bold block lettering**

\*insert full name  
of Company

**Pursuant to section 395 of the Companies Act 1985**

**To the Registrar of Companies  
(Address overleaf - Note 6)**

For official use

Company number

6

00049722

Name of company

\* Cory Environmental Limited (the **Chargor**)

Date of creation of the charge

31 July 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

A security agreement dated 31 July 2008 between the Chargor and the Security Trustee (as defined below) (the **Deed**)

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to any Secured Finance Party under any Finance Document, except for any obligation or liability which, if it were so included, would result in the Deed contravening any law (including section 151 of the Companies Act 1985) (the **Secured Liabilities**)

A **Finance Document** includes amendments and supplements including supplements providing for further advances

**Names and addresses of the mortgagees or persons entitled to the charge**

BARCLAYS BANK PLC of 5 The North Colonnade, Canary Wharf, London as agent and trustee for the Secured Finance Parties (see below) (the **Security Trustee**)

Postcode E14 4BB

Presentor's name address and  
reference (if any)

Allen & Overy LLP  
One Bishops Square  
London  
E1 6AD

CHA/GPK/DYLM/35448-03723

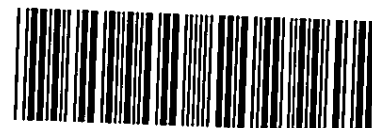
Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

WEDNESDAY



\*AYR3G211

A29

06/08/2008

COMPANIES HOUSE

10

Short particulars of all the property mortgaged or charged

Please see attached continuation sheets

Please do not  
write in  
this margin

**Please complete  
legibly, preferably  
in black type, or  
bold block  
lettering**

Particulars as to commission allowance or discount (note 3)

Nil

Signed

*[Handwritten signature]* CLP Date 5 August 2008

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ the Security Trustee

*A fee is payable  
to Companies  
House in  
respect of each  
register entry  
for a mortgage  
or charge  
(See Note 5)*

*† delete as  
appropriate*

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

## SHORT PARTICULARS OF ALL PROPERTY MORTGAGED OR CHARGED

### 1. CREATION OF SECURITY

#### 1.1 General

##### (a) All the Security

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- (i) is created in favour of the Security Trustee,
- (ii) is created over present and future assets of the Chargor,
- (iii) is security for the payment, discharge and performance of all the Secured Liabilities, and
- (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

##### (b) If the Chargor assigns an agreement under the Deed (or charges it by way of a floating charge) and the assignment or charge would (but for this provision) breach a term of that agreement because a third party's consent has not been obtained

- (i) the Chargor must notify the Security Trustee immediately,
- (ii) the assignment or charge will not take effect until that consent is obtained,
- (iii) unless the Security Trustee otherwise requires, the Chargor must, and each other Chargor must procure that the Chargor will, use all reasonable endeavours to obtain the consent as soon as practicable, and
- (iv) the Chargor must promptly supply to the Security Trustee a copy of the consent obtained by it

##### (c) The Security Trustee holds the benefit of the Deed on trust for the Secured Finance Parties

##### (d) The fact that no or incomplete details of any Security Asset are inserted in Schedule 1 (Security Assets) does not affect the validity or enforceability of this Security

#### 1.2 Floating charge

##### (a) The Chargor charged by way of a first floating charge all of the Security Assets

##### (b) The floating charge created under the Deed may not be converted into a fixed charge solely by reason of

- (i) the obtaining of a moratorium, or
- (ii) anything done with a view to obtaining a moratorium,

under section 1A to the Insolvency Act 1986

##### (c) The floating charge created under the Deed will (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge over all of the Security Assets

- (i) if an administrator is appointed or the Security Trustee receives notice of an intention to appoint an administrator in relation to the Chargor (including, without limitation, pursuant to any Finance Document), or
- (ii) any meeting of the members of the Chargor resolves to wind the Chargor up
- (d) The Security constituted under the Deed will be enforceable upon the conversion of the floating charge created under the Deed to a fixed charge
- (e) The floating charge created under the Deed is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986
- (f) The giving by the Security Trustee of a notice under any other Transaction Security Document in relation to any asset of the Chargor will not be construed as a waiver or abandonment of the Security Trustee's rights to give any other notice in respect of any other asset or of any other right of any other Secured Finance Party under the Deed or any other Finance Document

### 1.3 Priority

Whether or not the floating charge created by clause 1 2(a) of the Deed becomes converted into a fixed charge in accordance with clause 1 2(b) of the Deed the Security Trustee agreed that

- (a) the floating charge created by the Deed shall rank after any Security Interest subsisting at the date of the Deed (including the Security Interests created by the Deed of Security Assignment) or at any time prior to the date upon which the floating charge becomes enforceable over any or all of the Security Assets except
  - (i) a floating charge expressed to rank *pari passu* with the floating charge or Security Interest created by the Deed, or
  - (ii) any floating charge created after the floating charge created by the Deed, and
- (b) no moneys or liabilities secured by any Security Interest described in paragraph (a) above having priority to the floating charge created by the Deed shall rank or come to rank after any of the Secured Liabilities by reason only of
  - (i) any fluctuation in, or repayment or discharge of any moneys and liabilities secured by such prior Security Interest, or
  - (ii) any event whereby the amount of the Secured Liabilities is increased or any of the Secured Liabilities are incurred

## 2. RESTRICTIONS ON DEALINGS

The Chargor may not

- (a) create or allow to exist any Security Interest on any of its assets, or
- (b) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily dispose of all or any part of its assets,

unless permitted under the Finance Documents including, for the avoidance of doubt, as permitted or contemplated under the waiver letters from Viking Consortium Finance Limited to the Security Trustee dated 7 July 2008 (as the same exist at the date as the Deed) or pursuant to the Security Interests or rights contemplated therein

In this Form 395

**Accession Letter** means a document substantially in the form set out in Schedule 7 (Form of Accession Letter) of the Senior Facilities Agreement

**Account Bank** means Barclays Bank PLC

**Account Bank Mandate:**

- (a) under the Senior Facilities Agreement, means any agreement entered into or to be entered into by the Account Bank with a member of the Group for the purpose of opening and/or maintaining any account or entering into any banking relationship with that member of the Group in accordance with Clause 26 30 (Bank Accounts)
- (b) under the Junior Facility Agreement, means any agreement entered into or to be entered into by the Account Bank with a member of the Group for the purpose of opening and/or maintaining any account or entering into any banking relationship with that member of the Group in accordance with Clause 23 31 (Bank Accounts)

**Acquisition** means the acquisition by the Company of the Target Shares on the terms of the Acquisition Documents

**Acquisition Agreement** means the sale and purchase agreement in the agreed form dated on or about 16 May 2007 relating to the sale and purchase of the Target Shares and made between the Company and the Vendors

**Acquisition Documents** means the Acquisition Agreement, the Disclosure Letter and any other document designated as an Acquisition Document by the Agent and the Parent

**Acquisition Facility** means the term loan facility made available under the Senior Facilities Agreement as described in paragraph (a)(i) of Clause 2 1 (The Facilities) of that Agreement

**Additional Guarantor**

- (a) under the Senior Facilities Agreement, means a company which becomes a Guarantor in accordance with Clause 29 (Changes to the Obligors), and
- (b) under the Junior Facility Agreement, means a company which becomes a Guarantor in accordance with Clause 26 (Changes to the Obligors)

**Agent** means Barclays Bank PLC

**Arranger** means Barclays Capital and Dresdner Kleinwort Limited (and together, "the Arrangers")

**Assignment Agreement** and **Lender Accession Undertaking** means an agreement substantially in the form set out in Schedule 6 (Form of Assignment Agreement and Lender Accession Undertaking) of the Senior Facilities Agreement or any other form agreed between the relevant assignor and assignee

**Borrower:**

- (a) under the Senior Facilities Agreement, means the subsidiaries of the Parent listed in Schedule 1 (the Original Parties) of that Agreement,
- (b) under the Junior Facility Agreement, means Viking Consortium Borrower Limited

**Capex Facility** means the term loan facility made available under the Senior Facilities Agreement as described in paragraph (a)(ii) of Clause 2.1 (The Facilities) of that Agreement

**Closing Date** means the date on which Completion occurs

**Company** means Viking Consortium Acquisition Limited (registration number 6067505)

**Company Intra-Group Loan Agreement**

- (a) under the Senior Facilities Agreement, means the loan agreement in the agreed form to be entered into between the Company and each Obligor (other than the Parent and Junior Company) pursuant to which Obligors have or will make available a facility to the Company up to a maximum aggregate principal amount equal to the aggregate principal amount of (plus interest on) the Facilities and the Junior Facility, and
- (b) under the Junior Facility Agreement, means the loan agreement in the agreed form to be entered into between the Company and each Obligor (other than the Parent and the Borrower) pursuant to which Obligors have or will make available a facility to the Company up to a maximum aggregate principal amount equal to the aggregate principal amount of (plus interest on) the Senior Facilities and the Facility

**Completion** means the completion of the Acquisition in accordance with clause 4 of the Acquisition Agreement and steps 1 to 4 of the Structure Memorandum

**Compliance Certificate**

- (a) under the Senior Facilities Agreement, means a certificate substantially in the form set out in Schedule 9 (Form of Compliance Certificate) or otherwise in a form and substance satisfactory to the Agent, and
- (b) under the Junior Facility Agreement, means a certificate substantially in the form set out in Schedule 9 (Form of Compliance Certificate) or otherwise in a form and substance satisfactory to the Agent

**Disclosure Letter** has the meaning given to that term in the Acquisition Agreement

**EFW Facility** means the letter of credit facility made available under the Senior Facilities Agreement as described in paragraph (a)(iii) of Clause 2.1 (The Facilities) of that Agreement

**EFW MidCo** means the wholly owned Subsidiary of EFW TopCo in respect of which EFW ProjectCo is a wholly owned Subsidiary

**EFW Plant** means the energy from waste plant that the Target Group intends to construct at Belvedere in Bexley, London pursuant to the WRWA Agreement

**EFW ProjectCo** means the company designated by the Parent as the project company for the development, financing, operation and maintenance of the EFW Plant, which is a wholly owned Subsidiary of EFW MidCo

**EFW TopCo** means a member of the Group that is the beneficial owner (directly or indirectly through wholly-owned Subsidiaries) of 100 per cent of the issued share capital of EFW MidCo

**Event of Default**

- (a) under the Senior Facilities Agreement, means any event or circumstance specified as such in Clause 27 (Events of Default), and

- (b) under the Junior Facility Agreement, means any event or circumstance specified as such in Clause 24 (Events of Default)

**Facility**

- (a) under the Senior Facilities Agreement, means a Term Facility, the L/C Revolving Facility or the Revolving Facility, and
- (b) under the Junior Facility Agreement, means the Term Facility made pursuant to that agreement

**Fee Letter means**

- (a) under the Senior Facilities Agreement
  - (i) any letter or letters dated on or about 16 May 2007 between the Arrangers, the Investors and the Company (or the Agent and the Company, the Security Trustee and the Company or the Account Bank and the Company) setting out any of the fees referred to in Clause 16 (Fees) of the Senior Facilities Agreement, and
  - (b) any agreement setting out fees payable to a Finance Party referred to in Clause 16 5 (Fees payable in respect of Letters of Credit) of the Senior Facilities Agreement or under any other Finance Document,
- (b) under the Junior Facility Agreement
  - (i) any letter or letters dated on or about 13 March 2007 between the Arrangers and the Parent (or the Agent and the Parent, the Security Trustee and the Parent or the Account Bank and the Parent) setting out any of the fees referred to in Clause 13 (Fees), and
  - (ii) any agreement setting out fees payable to a Finance Party referred under any other Junior Finance Document

**Finance Document** means the Senior Finance Documents and the Junior Finance Documents

**Group** means the Parent, the Target and each of their respective Subsidiaries (other than EFW ProjectCo) for the time being

**Guarantor:**

- (a) under the Senior Facilities Agreement, means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 29 (Changes to the Obligors),
- (b) under the Junior Facility Agreement, means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 26 (Changes to the Obligors)

**Hedge Counterparty** means a person which has become a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement

**Hedging Arrangement** has the meaning given to it in the Intercreditor Agreement

**Hedging Letter** has the meaning given to that term in Part 1 of Schedule 2 (Conditions Precedent) of the Senior Facilities Agreement

**Investors means**

- (a) ABN AMRO Global Infrastructure Fund, a fund comprising entities who engage in parallel investment activities in accordance with an inter-vehicle agreement dated 22 December 2005 comprising ABN AMRO Infrastructure Capital Equity Partners 1A, ABN AMRO Infrastructure Capital Equity Partners 1B, ABN AMRO Infrastructure Capital Equity Partners 1C, ABN AMRO Infrastructure Capital Equity Partners 1D, ABN AMRO Infrastructure Co-Investment Partners 1, L P and any other partnership or entity that becomes a party to an agreement to engage in parallel investment activities, each acting through a ABN AMRO General Partner, and to which any direct or indirect interest in the Parent has been transferred,
- (b) Finpro SGPS SA or any other company that is a wholly-owned Affiliate of Finpro SGPS SA, or any fund, partnership or entity who acts through a Finpro Managing Company and to which any direct or indirect interest in the Parent has been transferred, and
- (c) Santander or any fund, partnership or entity who acts through a Santander Managing Company and to which any direct or indirect interest in the Parent has been transferred,

and (other than for the purpose of the definition of Change of Control) their or any subsequent successors or assigns or transferees

**Intercreditor Agreement** means the intercreditor agreement dated 30 March 2007 and made between the Parent, the other Obligors, Barclays Bank PLC as Security Trustee, Barclays Bank PLC as senior agent, Barclays Capital and Dresdner Kleinwort Limited as senior arrangers, Barclays Capital and Dresdner Kleinwort Limited as junior arrangers, Barclays Bank PLC as junior agent, the Lenders, the Hedge Counterparties, the Junior Lenders (as defined in the Intercreditor Agreement), the borrowers and lenders of Structural Intra-Group Loans and the Junior Borrower (as defined in the Intercreditor Agreement) and certain others

**Issuing Bank** means Barclays Bank PLC

**Junior Company** means Viking Consortium Borrower Limited (registration number 6067188)

**Junior Debenture** means the English law debenture dated after 13 March 2007 entered into between the Parent and the Security Trustee

**Junior Discharge Date** has the meaning given to that term in the Intercreditor Agreement

**Junior Facility** means the junior loan facility made available under the Junior Facility Agreement

**Junior Facility Agreement** means a junior facility agreement dated 13 March 2007 as amended and restated on 30 March 2007 and 16 May 2007 for Viking Consortium Borrower Limited arranged by Barclays Capital and Dresdner Kleinwort Limited as Mandated Lead Arrangers with Barclays Bank PLC acting as Agent and Barclays Bank PLC acting as Security Trustee

**Junior Finance Document**

- (a) until the Senior Discharge Date, means the Junior Facility Agreement, any accession letter under the Junior Facility Agreement, any Junior Security Document, the Intercreditor Agreement, the Vendor Note Subordination Agreement, any fee letters setting out any of the fees referred to in the Junior Facility Agreement, any utilisation request or request relating to the selection of an interest period for a utilisation under the Junior Facility Agreement and any other document which is designated a



Junior Finance Document or Finance Document by the Parent, the junior agent under the Junior Facility Agreement and the Agent, and

- (b) after the Senior Discharge Date, means the Junior Facility Agreement, any Accession Letter, any Transaction Security Document, the Intercreditor Agreement, the Vendor Note Subordination Agreement, any Fee Letters, the Hedging Letter, any Utilisation Request and any other document which is designated a Junior Finance Document or Senior Finance Document by the Parent, the Agent and the senior agent under the Senior Facilities Agreement

**Junior Security Documents** means each of the following documents

- (a) the Junior Debenture, and
- (b) any other document entered into by any Obligor (as defined in the Junior Facility Agreement) creating or expressed to create Security over all or any part of its assets in respect of the obligations of any of the Obligors (as defined in the Junior Facility Agreement) under any of the Junior Finance Documents

**L/C Revolving Facility** means the revolving credit facility made available under the Senior Facilities Agreement as described in paragraph (a)(v) of Clause 2.1 (The Facilities) of that Agreement

**Lender**

- (a) under the Senior Facilities Agreement, means the financial institutions listed in Part 2 of Schedule 1 (The Original Parties) as lenders, and
- (b) under the Junior Facility Agreement, means the financial institutions listed in Part 2 of Schedule 1 (The Original Parties) as lenders

**Mandate Letter** means the letter dated 13 March 2007 between the Arrangers, the Investors, the Parent, Junior Company and the Company

**Obligor** means a Borrower or a Guarantor under the Senior Facilities Agreement and the Borrower, the Company or a Guarantor under the Junior Facility Agreement

**Original Guarantor**

- (a) under the Senior Facilities Agreement, means the Subsidiaries of the Parent listed in Part 1 of Schedule 1 (The Original Parties) as original guarantors, together with the Company, the Junior Company and the Parent, and
- (b) under the Junior Facility Agreement, means the Subsidiaries of the Parent listed in Part 1 of Schedule 1 (The Original Parties) as original guarantors, together with the Company, the Borrower and the Parent

**Parent** means Viking Consortium Finance Limited

**Party** means a party to the Deed

**Resignation Letter**

- (a) under the Senior Facilities Agreement, means a letter substantially in the form set out in Schedule 8 (Form of Resignation Letter), and

- (b) under the Junior Facility Agreement, means a letter substantially in the form set out in Schedule 8 (Form of Resignation Letter)

**Revolving Facility** means the revolving credit facility made available under the Senior Facilities Agreement as described in paragraph (a)(iv) of Clause 2.1 (The Facilities)

**Secured Finance Party** means the Agent, an Arranger, the Security Trustee, a Lender, the Issuing Bank, the Account Bank or a Hedge Counterparty under the Senior Facilities Agreement and the Agent, an Arranger, the Security Trustee, a Lender, the Account Bank or a Hedge Counterparty under the Junior Facility Agreement

**Security** means any Security Interest created, evidenced or conferred by or under the Deed

**Security Assets** means the assets listed in Schedule 1 (Security Assets)

**Security Interest** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

**Security Trustee** means Barclays Bank PLC

**Selection Notice** means a notice substantially in the form set out in Part 3 of Schedule 3 (Requests) of the Senior Facilities Agreement given in accordance with Clause 14 (Interest Periods) of the Senior Facilities Agreement in relation to a Term Facility

**Senior Discharge Date** has the meaning given to that term in the Intercreditor Agreement

**Senior Facilities** means the senior loan facilities made available under the Senior Facilities Agreement

**Senior Facilities Agreement** means a senior facility agreement dated 13 March 2007 as amended and restated on 30 March 2007 and 16 May 2007 for Viking Consortium Borrower Limited arranged by Barclays Capital and Dresdner Kleinwort Limited as Mandated Lead Arrangers with Barclays Bank PLC acting as Agent and Barclays Bank PLC acting as Security Trustee

**Senior Finance Documents** means the Senior Facilities Agreement, the Mandate Letter, the Account Bank Mandate, any Accession Letter, the Company Intra-Group Loan Agreement, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Hedging Letter, the Intercreditor Agreement, the Vendor Note Subordination Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request, any other document designated as a "Finance Document" by the Agent and the Parent and, for the purposes of Clause 2.3 (Obligors' Agent) of the Senior Facilities Agreement only, any Assignment Agreement and Lender Accession Undertaking

**Structure Memorandum** means the structure paper entitled "Tax Structuring Paper" and dated 12 March 2007 describing the Group and the Acquisition and the steps involved in setting up and financing the Group and prepared by Clifford Chance LLP

**Subsidiary** means a subsidiary within the meaning of section 736 of the Companies Act 1985

- (a) which is controlled, directly or indirectly, by the first mentioned company or corporation,
- (b) more than half the issued share capital of which is beneficially owned, directly or indirectly by the first mentioned company or corporation, or
- (c) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation,

and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body

**Target** means Cory Environmental Holdings Limited (registration number 5360864)

**Target Group** means the Target and its Subsidiaries

**Target Shares** means all of the shares of Target in respect of the share capital of Target

**Term Facility** means the Acquisition Facility, the Capex Facility and the EFW Facility

**Transaction Security Documents:**

- (a) in the Senior Facilities Agreement, means each of the documents listed as being a Transaction Security Document in paragraph 3(g) of Part 1 of Schedule 2 (Conditions Precedent) and any document required to be delivered to the Agent under paragraph 13 of Part 2 of Schedule 2 (Conditions Precedent) together with any other document entered into by any member of the Group creating, evidencing or expressed to create or evidence any Security over all or any part of its assets in respect of the obligations of members of the Group under any of the Finance Documents or the Junior Finance Documents,
- (b) in the Junior Facility Agreement, means each of the documents listed as being a Transaction Security Document in paragraph 3(g) of Part 1 of Schedule 2 (Conditions Precedent) and any document required to be delivered to the Agent under paragraph 13 of Part 2 of Schedule 2 (Conditions Precedent) together with any other document entered into by any member of the Group creating, evidencing or expressed to create or evidence any Security over all or any part of its assets in respect of the obligations of members of the Group under any of the Finance Documents or the Junior Finance Documents

**Utilisation Request**

- (a) under the Senior Facilities Agreement, means a notice substantially in the relevant form set out in Part 1 of Schedule 3 (Requests), and
- (b) under the Junior Facility Agreement, means a notice substantially in the form set out in Schedule 3 (Request)

**Vendor** means each of the vendors listed in Schedule 1 to the Acquisition Agreement

**Vendor "B" Notes** means the £7,572,969 floating rate unsecured subordinated series B loan notes issued by each of the Company and the Borrower (insofar as they are in the process of being exchanged in accordance with step 6 of the Structure Memorandum) and then issued by the Parent

**Vendor Note Subordination Agreement** means the subordination agreement dated on or about the Closing Date between the Junior Company, the holders of the Vendor "B" Notes and the Security Trustee

**WRWA Agreement** means the waste management agreement dated 20 May 2002 (as amended from time to time) between Western Riverside Waste Authority and Cory Environmental Limited in connection with the provision of waste management services



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

**Pursuant to section 401(2) of the Companies Act 1985**

**COMPANY NO. 49722  
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 31  
JULY 2008 AND CREATED BY CORY ENVIRONMENTAL  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO BARCLAYS BANK PLC ON ANY  
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE  
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING  
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1  
PART XII OF THE COMPANIES ACT 1985 ON THE 6 AUGUST  
2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 AUGUST 2008



*Companies House*  
— for the record —

ps



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES